

Ordinance No. 124322

Council Bill No. 117929

AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

Related Legislation File: \_\_\_\_\_

Date Introduced and Referred: <u>9.10.13</u>	To: (committee): <u>SR520</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>10/7/13</u>	Date Presented to Mayor: <u>10/8/13</u>
Date Signed by Mayor: <u>10.10.13</u>	Date Returned to City Clerk: <u>10.10.13</u>
Published by Title Only <input checked="" type="checkbox"/>	Date Vetoed by Mayor:
Published in Full Text	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

## The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: Richard Conlin

### Committee Action:

Date	Recommendation	Vote
<u>9.30.13</u>	<u>Pass as Amended</u>	<u>9-0</u>

This file is complete and ready for presentation to Full Council. \_\_\_\_\_

### Full Council Action:

Date	Decision	Vote
<u>Oct. 7, 2013</u>	<u>Passed</u>	<u>8-0 (excused: Rasmussen)</u>

*Law Department*

**CITY OF SEATTLE**  
**ORDINANCE** 124322  
**COUNCIL BILL** 117929

AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

WHEREAS, the City of Seattle owns several parcels and right-of-way within the limited access boundary of State Route 520 at the Montlake interchange; and

WHEREAS, the Washington State Department of Transportation operates and maintains State Route 520 and limited access to the facility on these properties and right-of-way; and

WHEREAS, the Washington State Department of Transportation is rebuilding State Route 520, and intends to begin construction on the West Approach Bridge North as the next phase of work which will impact these properties; and

WHEREAS, the Washington State Department of Transportation seeks full control of these properties for continued highway purposes; and

WHEREAS, the City of Seattle owns and maintains a 54" water main, a 66" combined sewer, and 26 kilovolt power distribution lines that run through these properties and right-of-way; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Director of Transportation, or the Director's Designee, is authorized to execute and deliver, on behalf of the City of Seattle, a Quit Claim Deed to the Washington State Department of Transportation, substantially in the form of Attachment 1, for the property legally described in Exhibit A to Attachment 1.

Section 2. The power line utility easement reserved in the Quit Claim Deed, substantially in the form of Attachment 1, and legally described in Exhibit B to Attachment 1 is placed under the jurisdiction of Seattle City Light.



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Section 3. The water and sewer utility easements reserved in the Quit Claim Deed, substantially in the form of Attachment 1, and legally described in Exhibit C to Attachment 1 are placed under the jurisdiction of Seattle Public Utilities.

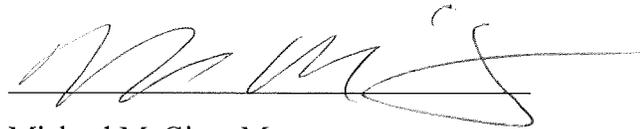
Section 4. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.



1 Passed by the City Council the 7<sup>th</sup> day of October, 2013, and  
2 signed by me in open session in authentication of its passage this  
3 7<sup>th</sup> day of October, 2013.

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5   
6 President \_\_\_\_\_ of the City Council

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8 Approved by me this 16<sup>th</sup> day of October, 2013.

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10   
11 Michael McGinn, Mayor

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13 Filed by me this 16<sup>th</sup> day of October, 2013.

14  
15   
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18  
19 Attachment 1: Form of Quit Claim Deed

20  
21 Exhibit A to Attachment 1: Legal Description of Property to be Quit Claimed to WSDOT

22 Exhibit B to Attachment 1: Legal Description of Power Line Utility Easement to be assigned to  
23 SCL

24 Exhibit C to Attachment 1: Legal Description of Water and Sewer Utility Easements to be  
25 assigned to SPU



**Attachment 1**  
**Form of Quit Claim Deed**

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

**Document Title: Quitclaim Deed**  
**Reference Number of Related Document:**  
**Grantor(s): City of Seattle**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description: GL 1 & NW¼ Section 21, Township 25 North, Range 4 East, W.M.**  
**Additional Legal Description is on Page \_\_ of Document.**  
**Assessor's Tax Parcel Number:**

**QUITCLAIM DEED**

State Route 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange.

The Grantor, **The City of Seattle, a Washington municipal corporation (the "City or "Grantor")**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation (WSDOT or Grantee)**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington:

For legal description and additional conditions  
See **Exhibit A** attached hereto and made a part hereof.

RESERVING to the Grantor and its successors and assigns a 10 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit B** attached hereto and made part hereof (the "**Electric Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's electric distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any



**QUITCLAIM DEED**

proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 1** attached hereto and made part hereof (the "**Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

RESERVING to the Grantor and its successors and assigns a 20 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 2** attached hereto and made part hereof (the "**Replacement Water Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's water distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee's approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

Upon completion of the relocation of the water distribution line, the Grantor shall relinquish, by Quitclaim Deed, the Water Easement Area. It is acknowledged by the Grantor and Grantee that the Replacement Water Easement Area's legal description may need to be amended after completion of the relocation and a document recorded with King County to reflect the actual location of the relocated water distribution system.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual non-exclusive easement, as more specifically described in **Exhibit C, Tract 3** attached hereto and made part hereof (the "**Wastewater Easement Area**"), for all purposes necessary, convenient



### **QUITCLAIM DEED**

or incidental to the operation and maintenance of Grantor's storm and wastewater collection system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities. The Grantor shall submit plans for any proposed improvements to the Grantee to determine whether there are any conflicts with Grantee's planned project improvements as part of the I-5 to Medina project or any other work by Grantee within Grantee's highway facility and to coordinate construction impacts. If conflicts are discovered the Grantor and Grantee shall work in good faith to eliminate any potential construction conflicts. Grantee approval of proposed utility improvements will not be unreasonably withheld, conditioned or delayed.

The Grantor shall maintain at its sole expense the Grantor's facilities in the Electric Easement Area, the Water Easement Area, Replacement Water Easement Area and the Wastewater Easement Area (collectively the "Areas"). Subject to the conditions stated herein, Grantor shall have the right of reasonable access to Grantor's electric, water and wastewater facilities located within the Areas.

No excavation shall be made or obstacle placed within the limits of the Grantee's highway facility in such a manner as to interfere with the travel over said road unless authorized by the Grantee. Grantee shall not unreasonably withhold, condition or delay such authorization.

Any maintenance, repair, alteration, or reconstruction of the Grantor's facilities in said Areas by the Grantor shall be done in coordination with Grantee's operation, and in such a manner as will cause the least practical interference with Grantee's operation and maintenance of the highway facility. Prior to any work starting the Grantor shall submit a work plan showing traffic control devices, hours of work and the expected duration of the work to the Grantee for approval at least 30 days prior to the commencement of said work, which approval shall not be unreasonably withheld, conditioned or delayed. The work plan shall also include a restoration plan for work done on the Grantee's property, if applicable. The work plan shall be submitted to the WSDOT Regional Utility Office and the Regional Maintenance Office. In the case of emergency repairs the Grantor shall notify the Regional Maintenance Office. Upon completion of any work, all rubbish and debris shall be immediately removed and the highway facility shall be in as good a condition as immediately before the work by the Grantor to the reasonable satisfaction of the Grantee.

Except as outlined herein or as otherwise available to the public, the Grantor, its successors or assigns, shall have no right of ingress, egress to, from and between Grantee's limited access facility, articulated as SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange, SR 520, SR 5 Vicinity to Evergreen Point Bridge and the lands herein described, nor shall the Grantor herein, its, successors, or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.



**QUITCLAIM DEED**

Dated: \_\_\_\_\_, \_\_\_\_\_

City of Seattle

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_

James M. Salter  
Acquisition Program Manager

Date: \_\_\_\_\_

Acknowledgment



**Exhibit A to Attachment 1**

**Legal Description of Property to be Quit Claimed to WSDOT**

All that portion of Government Lot 1 and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734;

TOGETHER WITH North Street, 22<sup>nd</sup> Ave, East Montlake Pl E, West Montlake Pl E, E Roanoke St, South Street, Roanoke St. and Montlake Blvd E

TOGETHER WITH all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and the remainders of said Parcels identified on Sheet 5 of said plan as SE-7-2, SE7-3, SE-7-4, SE-7-5, SE-7-6, SE-7-7, SE-7-8, SE-7-9, SE-7-10, SE-7-11, SE-7-12, and SE-7-14 all as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734. EXCEPT that unlimited access will be allowed to Lake Washington Blvd.

All of the above lying between the following two lines:

Line 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred as to HES) MONT-W 33+00 on the Montlake-W line survey of SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and 40 feet Northwesterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES MONT-W 33+88.50 thereon; thence Northerly to a point opposite said HES and 48 feet Northwesterly therefrom; thence North 70°28'24" East a distance of 366.175 feet Northwesterly therefrom; thence Northeasterly, along a curve to the left, having a radius of 120 feet a distance of 132.80 feet, to the intersection with the West line of Montlake Blvd. as it existed on January 27, 1961; thence North 01°25'23" East, along said West line, a distance of 184.00 feet; thence South 88°34'37" East a distance of 150.00 feet; thence South 22°52'57" East a distance of 34.01 feet, to a point on the South line of Lot 1, Block 4, Montlake Park Addition, as recorded in Volume 18 of plats, page 20, records of King County, Washington; thence South 88°34'37" East a distance of 12 feet; thence South 27°21'37" East a distance of 30 feet; thence Southeasterly, along a curve to the left, having a radius of 220 feet a distance of 199.22 feet; thence South 79°14'37" East a distance of 255.24 feet; thence Southeasterly, along a curve to the left, having a radius of 400 feet a distance of 49.68 feet; thence South 86°21'37" East a distance of 34.18 feet; thence North 01°25'23" West a distance of 76.50 feet; thence North 17°48'44" East a distance of 88.60 feet; thence South 88°34'37" East a distance of 15 feet; thence South 01°25'23" West a distance of 120 feet; thence South 88°34'37" East a distance of 131.88 feet to a point opposite HES BL 46+50 on the SR 520 line survey of said highway and 137.13 feet Northerly therefrom and the terminus of said Line 1.

Line 2:



Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) E.-Montlake 33+10 on the E. Montlake line survey of SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and 25 feet Southwesterly therefrom; thence Southeasterly, parallel with said line survey to a point on the West line of that certain property conveyed to the State of Washington by deed recorded May 25, 1961, under King County Recording Number 5287803; thence Southerly along said Westerly line to the southwesterly corner of said property; thence Southeasterly, along the southerly boundary of said property to the southeasterly corner of said property; thence South 88°33'49" East a distance of 14.63 feet; thence Northeasterly along a curve to the right, having a radius of 125 feet a distance of 90.00 feet; thence South 88°33'49" East a distance of 22.63 feet; thence North 39°33'26" East a distance of 387.96 feet; thence North 78°25'43" East a distance of 11.06 feet; thence North 81°47'45" East a distance of 72.36 feet; thence Northeasterly along a curve to the right, having a radius of 2974 feet a distance of 110.81 feet and point of compound curvature; thence Northeasterly, along a curve to the right, having a radius of 1774.58 feet a distance of 232.40 feet to a point opposite HES BL 44+79.74 P.T. on the SR 520 line survey of said highway and 73.50 feet Southerly therefrom; thence South 88°33'57" East a distance of 171.17 feet to a point opposite HES BL 46+50 on said SR 520 line survey and 73.63 feet Southerly therefrom and the terminus of said Line 2

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.



**Exhibit B to Attachment 1**

**Legal Description of Power Line Utility Easement to be assigned to SCL**

For the Electric Facilities

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 145+44± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 73.5 feet Southwesterly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES 145+54± thereon; thence Northeasterly to a point opposite HES 145+54± on said line survey and 90.6 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES 145+51± on said line survey and 257.3 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to a point opposite HES 145+41± thereon; thence Southwesterly to point opposite HES 145+44± on said line survey and 90.4 feet Northeasterly therefrom; thence Southwesterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.



**Exhibit C to Attachment 1**

**Legal Description of Water and Sewer Utility Easement to be assigned to SPU**

For the Water and Wastewater Facilities

Tract 1:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+09± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.6 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+25± on said line survey and 97.2 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+40± on said line survey and 143.3 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 141+20± on said line survey and 163.4 feet Northeasterly therefrom; thence Northerly to a point opposite HES 141+34± on said line survey and 273.9 feet Northeasterly therefrom; thence Westerly to a point opposite HES 141+21± on said line survey and 275.9 feet Northeasterly therefrom; thence Southerly to a point opposite HES 141+06± on said line survey and 158.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 141+25± on said line survey and 137.3 feet Northeasterly therefrom; thence Southeasterly to the point of beginning.

Tract 2:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+24.56± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.21 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+45.94± on said line survey and 96.50 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+59.75± on said line survey and 182.03 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+22.80± on said line survey and 184.42 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+20.16± on said line survey and 164.58 feet Northwesterly therefrom; thence Easterly to a point opposite HES 141+40.77± on said line survey and 163.11 feet Northwesterly therefrom; thence Southeasterly to the point of beginning.

Tract 3:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES)



137+01± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 318.7 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES 138+27± on said line survey and 235.4 feet Southwesterly therefrom; thence Northerly to a point opposite HES 138+60± on said line survey and 143.2 feet Southwesterly therefrom; thence Westerly to a point opposite HES 138+44± on said line survey and 138.6 feet Southwesterly therefrom; thence Southerly to a point opposite HES 138+14± on said line survey and 225.8 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES 136+77± on said line survey and 316.6 feet Southwesterly therefrom; thence Northeasterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Grantor's Initials



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle Department of Transportation (SDOT)	Calvin Chow, 4-4652	Christie Parker, 4-5211

**Legislation Title:** AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

**Summary of the Legislation:** This legislation relinquishes property located within the State Route (SR) 520 limited access boundary at the Montlake interchange to WSDOT by Quit Claim Deed. This transaction is necessary to allow for the construction of the West Approach Bridge North phase of the SR-520 project. The Quit Claim Deed reserves utility easements for an existing 54" water main, an existing 66" combined sewer, and buried power lines located on this property. In addition, the Quit Claim Deed reserves a utility easement for the future relocation of the 54" water main that is anticipated as part of future phases of the SR-520 project.

**Background:**

As part of the initial construction of SR-520, the City of Seattle acquired properties for limited access highway purposes and the construction of the Montlake intersection. WSDOT continues to operate and maintain the limited-access highway facilities across these properties, however the underlying property rights were never transferred to WSDOT after the completion of SR-520 and remain with the City of Seattle.

WSDOT has funding to rebuild the West Approach Bridge North (WABN) as part of the SR-520 project, which will impact these properties. WSDOT has the authority to assume jurisdictional control over these properties for transportation purposes (as well as the affected Montlake Boulevard right-of-way) through the State's limited access process.

This legislation transfers jurisdictional control of the property to WSDOT by quit claim deed, reserving easements for SPU and SCL facilities in the area. These facilities include a 54" water main, a 66" combined sewer, and buried power lines. The water main will not be impacted by the WABN project, but will need to be relocated in a future phase of SR-520 reconstruction. This legislation also preserves an easement for the future location of the water main, based on a conceptual design developed by WSDOT (Attachment A to this fiscal note).

Preserving these utility easements will ensure that critical public utilities have the continued right to exist in the corridor, and that future transportation projects that require relocation of these utilities will bear the financial responsibility for their relocation.



Please check one of the following:

**This legislation does not have any financial implications.**

**This legislation has financial implications.**

This legislation has indirect financial implications. There are no appropriations, revenues, positions, or spending associated with this legislation.

**Appropriations:**

No appropriations required.

**Anticipated Revenue/Reimbursement Resulting from this Legislation:**

No revenue/reimbursement anticipated.

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:**

No positions affected.

**Do positions sunset in the future?**

N/A.

**Spending/Cash Flow:**

No spending/cash flow anticipated.

**Other Implications:**

**a) Does the legislation have indirect financial implications, or long-term implications?**

This legislation has indirect and long-term implications. The legislation protects SPU and SCL against future utility relocation costs associated with future phases of the SR-520 project by establishing utility easements through the Montlake interchange area.

**b) What is the financial cost of not implementing the legislation?**

Without this legislation, WSDOT would seek to acquire jurisdictional control of the property through the limited access process which may not result in clear utility easement right for SPU and SCL facilities. Without clear utility easement rights, SPU and SCL may bear some responsibility for relocating their facilities due to SR-520 construction. Relocating these facilities (particularly the 54" water main and 66" combined sewer) is expected to cost several millions of dollars.

**c) Does this legislation affect any departments besides the originating department?**

SDOT has worked closely with SPU and SCL to prepare this legislation. Additional key staff contacts are Bill Benzer (SPU) and Dan Herman (SCL).

**d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

No viable alternatives identified.



**e) Is a public hearing required for this legislation?**

No.

**f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**

No.

**g) Does this legislation affect a piece of property?**

Yes. A map showing the property to be quit claimed to WSDOT and the reserved utility easements is included as Attachment B to this fiscal note.

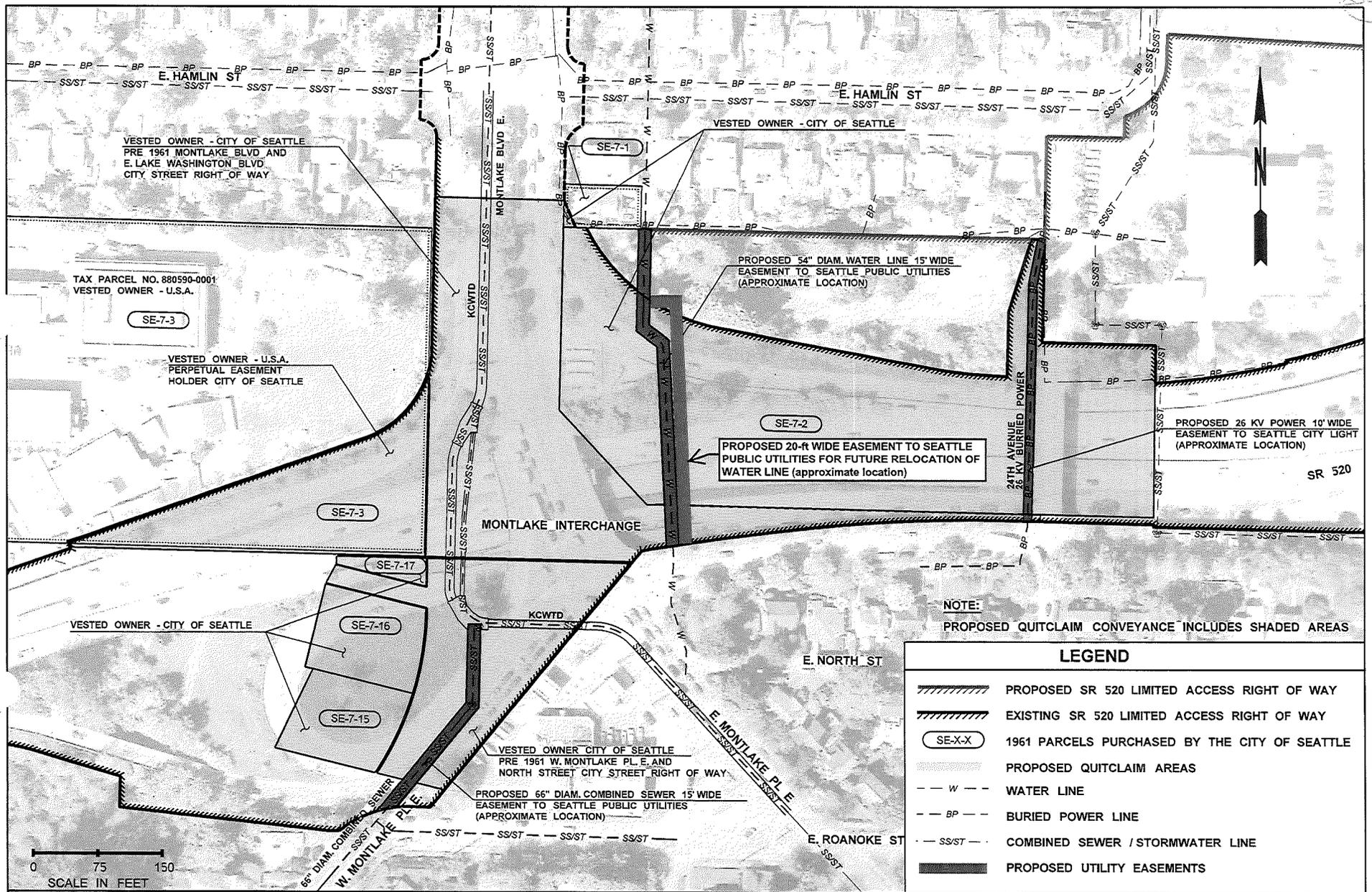
**h) Other Issues:**

None identified.

**List attachments to the fiscal note below:**

Attachment A – WSDOT Conceptual Design for Relocation of 54” Water Main

Attachment B – Map of Quit Claim and Reserved Utility Easements



Washington State Department of Transportation

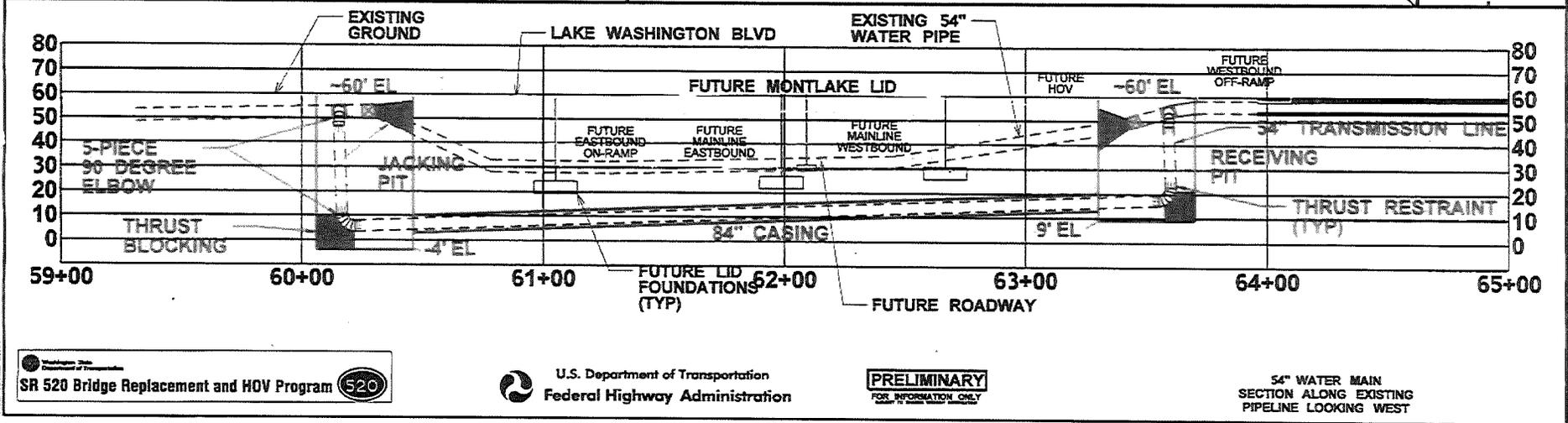
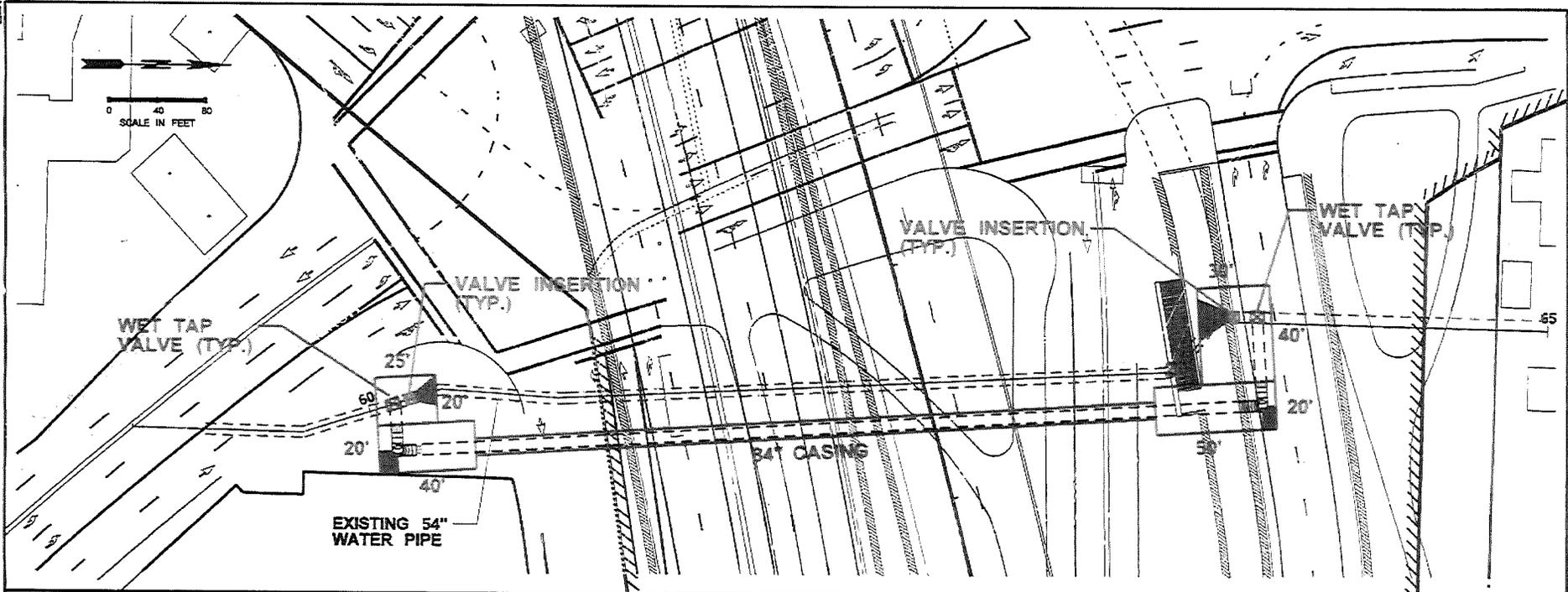
**SR 520 Bridge Replacement and HOV Program**



**WABN / MONTLAKE INTERCHANGE LIMITED ACCESS RIGHT OF WAY CONVEYANCE AND PROPOSED SEATTLE UTILITY EASEMENTS**

PLOTTED BY werabug  
DATE 8/12/2013  
FILE NAME Montlake\_IC\_ROW\_Conveyance\_8\_easements\_Rev\_20130819

Attachment B - Map of Quit Claim and Reserved Utility Easements  
SDOT 520 Quit Claim FISC ATT B.pdf  
August 29, 2013  
Version #2



PLOTTED BY CAROL  
 THE DATE IS 08/29/13  
 THE SCALE IS 1"=40'

SR 520 Bridge Replacement and HOV Program

U.S. Department of Transportation  
 Federal Highway Administration

**PRELIMINARY**  
 FOR INFORMATION ONLY

54" WATER MAIN  
 SECTION ALONG EXISTING  
 PIPELINE LOOKING WEST



City of Seattle  
Office of the Mayor

September 10, 2013

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill that authorizes the transfer of right-of-way and property in the vicinity of the Montlake/SR-520 intersection to the Washington State Department of Transportation (WSDOT) by quit claim deed. WSDOT is seeking jurisdictional control of these properties in order to begin construction on the next funded phase of the SR-520 project, the West Approach Bridge North (WABN).

Although WSDOT continues to operate and maintain SR-520 over these properties, the underlying property rights were never transferred to WSDOT following the original SR-520 construction. WSDOT has the authority to assume jurisdictional control over these properties for transportation purposes through the State's limited access process. The quit claim deed will allow for this transfer of jurisdiction, while reserving utility easements for City-owned utilities in the area, including a water main, combined sewer, and buried power lines.

While some of these utilities will not be affected by the WABN phase of the SR-520 project, future phases of SR-520 will require relocation. These utility easements ensure that critical water, sewer, and power facilities will maintain the right to operate through this critical area, and that relocation costs will be the responsibility of future phases of the transportation project.

Thank you for your consideration of this legislation. Should you have questions about this legislation or the SR-520 project, please contact Calvin Chow (SDOT) at 684-4652.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



SDOT 520 Quit Claim ORD ATT 1  
August 30, 2013  
Version #1

**Attachment 1**  
**Form of Quit Claim Deed**

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

**THIS VERSION IS NOT ADOPTED**

**Document Title: Quitclaim Deed**  
**Reference Number of Related Document:**  
**Grantor(s): City of Seattle**  
**Grantee(s): State of Washington, Department of Transportation**  
**Legal Description: GL 1 & NW¼ Section 21, Township 25 North, Range 4 East, W.M.**  
**Additional Legal Description is on Page \_\_ of Document.**  
**Assessor's Tax Parcel Number:**

**QUITCLAIM DEED**

State Route 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange.

The Grantor, **The City of Seattle, a Washington municipal corporation (the "City or "Grantor")**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation (WSDOT or Grantee)**, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington:

For legal description and additional conditions  
See **Exhibit A** attached hereto and made a part hereof.

RESERVING to the Grantor and its successors and assigns a 10 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit B** attached hereto and made part hereof (the "**Electric Easement Area**"), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor's electric distribution system, including the addition, removal or replacement of same at Grantor's election, either in whole or in part with either like or different sized facilities.

## QUITCLAIM DEED

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 1** attached hereto and made part hereof (the “**Water Easement Area**”), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor’s water distribution system, including the addition, removal or replacement of same at Grantor’s election, either in whole or in part with either like or different sized facilities.

RESERVING to the Grantor and its successors and assigns a 20 foot wide perpetual, non-exclusive easement, as more specifically described in **Exhibit C, Tract 2** attached hereto and made part hereof (the “**Replacement Water Easement Area**”), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor’s water distribution system, including the addition, removal or replacement of same at Grantor’s election, either in whole or in part with either like or different sized facilities.

RESERVING to the Grantor and its successors and assigns a 15 foot wide perpetual non-exclusive easement, as more specifically described in **Exhibit C, Tract 3** attached hereto and made part hereof (the “**Wastewater Easement Area**”), for all purposes necessary, convenient or incidental to the operation and maintenance of Grantor’s storm and wastewater collection system, including the addition, removal or replacement of same at Grantor’s election, either in whole or in part with either like or different sized facilities.

The Grantor shall maintain at its sole expense the facilities in the Electric Easement Area, the Water Easement Area and the Wastewater Easement Area (collectively the “**Areas**”). No excavation shall be made or obstacle placed within the limits of the Grantee’s highway facility in such a manner as to interfere with the travel over said road unless authorized by the Grantee. Grantee shall not unreasonably withhold, condition or delay such authorization.

Any maintenance, repair, alteration, or reconstruction of the facilities in said Areas by the Grantor shall be done in coordination with Grantee’s operation, and in such a manner as will cause the least practical interference with Grantee’s operation and maintenance of the highway facility. Prior to any work starting the Grantor shall submit a work plan showing traffic control devices, hours of work and the expected duration of the work to the Grantee for approval at least 30 days prior to the commencement of said work, which approval shall not be unreasonably withheld, conditioned or delayed. The work plan shall also include a restoration plan for work done on the Grantee’s property, if applicable. The work plan shall be submitted to the WSDOT Regional Utility Office and the Regional Maintenance Office. In the case of emergency repairs the Grantor shall notify the Regional Maintenance Office. Upon completion of any work, all rubbish and debris shall be immediately removed and the highway facility shall be in as good a condition as immediately before the work by the Grantor to the reasonable satisfaction of the Grantee.

Except as outlined herein or as otherwise available to the public, the Grantor, its successors or

THIS VERSION IS NOT ADOPTED

**QUITCLAIM DEED**

assigns, shall have no right of ingress, egress to, from and between Grantee's limited access facility, articulated as SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange, SR 520, SR 5 Vicinity to Evergreen Point Bridge and the lands herein described, nor shall the Grantor herein, its, successors, or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway. EXCEPT that the Grantor, its successors or assigns shall have the right of reasonable access to Grantor's electric, water, stormwater, and wastewater facilities located within the Areas for the operation, repair and maintenance of said systems. Where possible and practical said approach to be gated and locked when not in use.

Dated: \_\_\_\_\_, \_\_\_\_\_

City of Seattle

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_

James M. Salter  
Acquisition Program Manager

Date: \_\_\_\_\_

Acknowledgment

**Exhibit A to Attachment 1**  
**Legal Description of Property to be Quit Claimed to WSDOT**

All that portion of Government Lot 1 and the Northwest quarter of Section 21, Township 25 North, Range 4 East, W.M., in King County, Washington as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734;

TOGETHER WITH North Street, 22<sup>nd</sup> Ave, East Montlake Pl E, West Montlake Pl E, E Roanoke St, South Street, Roanoke St. and Montlake Blvd E

TOGETHER WITH all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and the remainders of said Parcels identified on Sheet 5 of said plan as SE-7-2, SE7-3, SE-7-4, SE-7-5, SE-7-6, SE-7-7, SE-7-8, SE-7-9, SE-7-10, SE-7-11, SE-7-12, and SE-7-14 all as condemned in King County Superior Court Cause No. 566846 and as conveyed by King County Recording Numbers 5369088, 3962533 and 5395734. EXCEPT that unlimited access will be allowed to Lake Washington Blvd.

All of the above lying between the following two lines:

Line 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred as to HES) MONT-W 33+00 on the Montlake-W line survey of SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and 40 feet Northwesterly therefrom; thence Northeasterly, parallel with said line survey, to a point opposite HES MONT-W 33+88.50 thereon; thence Northerly to a point opposite said HES and 48 feet Northwesterly therefrom; thence North 70°28'24" East a distance of 366.175 feet Northwesterly therefrom; thence Northeasterly, along a curve to the left, having a radius of 120 feet a distance of 132.80 feet, to the intersection with the West line of Montlake Blvd. as it existed on January 27, 1961; thence North 01°25'23" East, along said West line, a distance of 184.00 feet; thence South 88°34'37" East a distance of 150.00 feet; thence South 22°52'57" East a distance of 34.01 feet, to a point on the South line of Lot 1, Block 4, Montlake Park Addition, as recorded in Volume 18 of plats, page 20, records of King County, Washington; thence South 88°34'37" East a distance of 12 feet; thence South 27°21'37" East a distance of 30 feet; thence Southeasterly, along a curve to the left, having a radius of 220 feet a distance of 199.22 feet; thence South 79°14'37" East a distance of 255.24 feet; thence Southeasterly, along a curve to the left, having a radius of 400 feet a distance of 49.68 feet; thence South 86°21'37" East a distance of 34.18 feet; thence North 01°25'23" West a distance of 76.50 feet; thence North 17°48'44" East a distance of 88.60 feet; thence South 88°34'37" East a distance of 15 feet; thence South 01°25'23" West a distance of 120 feet; thence South 88°34'37" East a distance of 131.88 feet to a point opposite HES BL 46+50 on the SR 520 line survey of said highway and 137.13 feet Northerly therefrom and the terminus of said Line 1.

Line 2:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) E.-Montlake 33+10 on the E. Montlake line survey of SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange and 25 feet Southwesterly therefrom; thence Southeasterly, parallel with said line survey to a point on the West line of that certain property conveyed to the State of Washington by deed recorded May 25, 1961, under King County Recording Number 5287803; thence Southerly along said Westerly line to the southwesterly corner of said property; thence Southeasterly, along the southerly boundary of said property to the southeasterly corner of said property; thence South 88°33'49" East a distance of 14.63 feet; thence Northeasterly along a curve to the right, having a radius of 125 feet a distance of 90.00 feet; thence South 88°33'49" East a distance of 22.63 feet; thence North 39°33'26" East a distance of 387.96 feet; thence North 78°25'43" East a distance of 11.06 feet; thence North 81°47'45" East a distance of 72.36 feet; thence Northeasterly along a curve to the right, having a radius of 2974 feet a distance of 110.81 feet and point of compound curvature; thence Northeasterly, along a curve to the right, having a radius of 1774.58 feet a distance of 232.40 feet to a point opposite HES BL 44+79.74 P.T. on the SR 520 line survey of said highway and 73.50 feet Southerly therefrom; thence South 88°33'57" East a distance of 171.17 feet to a point opposite HES BL 46+50 on said SR 520 line survey and 73.63 feet Southerly therefrom and the terminus of said Line 2

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

**THIS VERSION IS NOT ADOPTED**

**Exhibit B to Attachment 1**  
**Legal Description of Power Line Utility Easement to be assigned to SCL**

For the Electric Facilities

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 145+44± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 73.5 feet Southwesterly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES 145+54± thereon; thence Northeasterly to a point opposite HES 145+54± on said line survey and 90.6 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES 145+51± on said line survey and 257.3 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to a point opposite HES 145+41± thereon; thence Southwesterly to point opposite HES 145+44± on said line survey and 90.4 feet Northeasterly therefrom; thence Southwesterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

**THIS VERSION IS NOT ADOPTED**

**Exhibit C to Attachment 1**  
**Legal Description of Water and Sewer Utility Easement to be assigned to SPU**

For the Water and Wastewater Facilities

Tract 1:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+09± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.6 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+25± on said line survey and 97.2 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+40± on said line survey and 143.3 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 141+20± on said line survey and 163.4 feet Northeasterly therefrom; thence Northerly to a point opposite HES 141+34± on said line survey and 273.9 feet Northeasterly therefrom; thence Westerly to a point opposite HES 141+21± on said line survey and 275.9 feet Northeasterly therefrom; thence Southerly to a point opposite HES 141+06± on said line survey and 158.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 141+25± on said line survey and 137.3 feet Northeasterly therefrom; thence Southeasterly to the point of beginning.

Tract 2:

That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 141+24.56± on the SR 520 line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 97.21 feet Southwesterly therefrom; thence Easterly to a point opposite HES 141+45.94± on said line survey and 96.50 feet Southwesterly therefrom; thence Northwesterly to a point opposite HES 141+59.75± on said line survey and 182.03 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+22.80± on said line survey and 184.42 feet Northwesterly therefrom; thence Southwesterly to a point opposite HES 141+20.16± on said line survey and 164.58 feet Northwesterly therefrom; thence Easterly to a point opposite HES 141+40.77± on said line survey and 163.11 feet Northwesterly therefrom; thence Southeasterly to the point of beginning.

Tract 3:

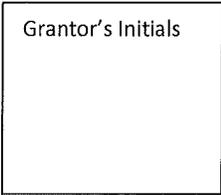
That portion of the property described on hereinbefore attached Exhibit A described as follows:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES)

137+01± on the line survey of SR 520, SR 5 Vicinity to Evergreen Point Bridge and 318.7 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES 138+27± on said line survey and 235.4 feet Southwesterly therefrom; thence Northerly to a point opposite HES 138+60± on said line survey and 143.2 feet Southwesterly therefrom; thence Westerly to a point opposite HES 138+44± on said line survey and 138.6 feet Southwesterly therefrom; thence Southerly to a point opposite HES 138+14± on said line survey and 225.8 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES 136+77± on said line survey and 316.6 feet Southwesterly therefrom; thence Northeasterly to the point of beginning.

The specific details concerning all of which are to be found on sheet 5 of that certain plan entitled SR 520, Roanoke Connection 10<sup>th</sup> Avenue North to Montlake Interchange bearing date of approval June 2, 1965, revised June 14, 1982 and on sheets 5 and 6 of that certain plan entitled SR 520, SR 5 Vicinity to Evergreen Point Bridge bearing date of approval June 17, 2005, as revised; all of record and on file in the office of the Secretary of Transportation at Olympia.

Grantor's Initials



**THIS VERSION IS NOT ADOPTED**

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**STATE OF WASHINGTON -- KING COUNTY**

--ss.

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303914  
CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

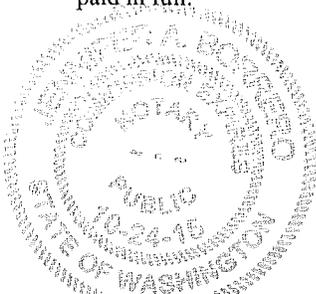
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124321-326 TITLE ONLY

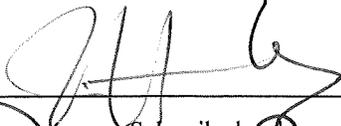
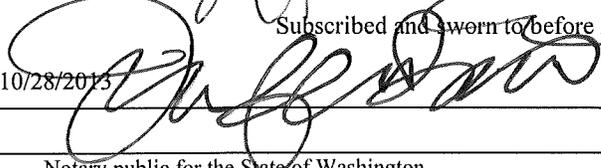
was published on

10/28/13

The amount of the fee charged for the foregoing publication is the sum of \$132.83 which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on  
10/28/2013   
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on October 7, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

### ORDINANCE NO. 124326

AN ORDINANCE relating to land use and zoning, creating a new Section 23.42.058 and amending Sections 23.50.012, 23.84A.012, 23.84A.018, and 23.84A.025 of the Seattle Municipal Code to establish locational restrictions on the production, processing, selling, or delivery of marijuana, to modify the definition of food processing, and to modify existing allowances for agricultural uses in certain industrial areas.

### ORDINANCE NO. 124321

AN ORDINANCE relating to the 2008 Parks and Green Spaces Levy; authorizing the acquisition of real property commonly known as 8809 Fremont Avenue North; authorizing acceptance and recording of the deed for open space, park, and recreation purposes; authorizing acquisition by condemnation; increasing appropriations to the Department of Parks and Recreation in the 2013 Adopted Budget and the 2013-2018 Capital Improvement Program; and ratifying and confirming certain prior acts; all by three-fourths vote of the City Council.

### ORDINANCE NO. 124322

AN ORDINANCE relating to certain properties and right-of-way located at the Montlake interchange of State Route 520; authorizing the Director of the Seattle Department of Transportation to execute and deliver a Quit Claim Deed to the Washington State Department of Transportation for these properties and right-of-way; and reserving utility easements for Seattle Public Utilities and Seattle City Light.

### ORDINANCE NO. 124323

AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project; authorizing the exchange of real property within the Washington Park Arboretum for property located at 1111 NE Boat Street; superseding the requirements of Ordinance 118477, which adopted Initiative 42, with respect to the exchange; authorizing the Superintendent of Parks and Recreation to execute an interlocal agreement and other documents; authorizing the conveyance of reversionary rights in certain Arboretum area property to the State of Washington; amending Ordinance 124058, which adopted the 2013 Budget, including the 2013-2018 Capital Improvement Program (CIP); creating a new appropriation for the implementation of the Bryant Park Development Project; and ratifying and confirming prior acts; all by a three-fourths vote of the City Council.

### ORDINANCE NO. 124324

AN ORDINANCE relating to the SR 520, I-5 to Medina: Bridge Replacement and HOV Project; authorizing the Superintendent of Parks and Recreation to execute and accept from the State of Washington, Department of Natural Resources, on behalf of the City of Seattle, an Aquatic Lands Easement, an Aquatic Lands Lease and a Waterway Use Agreement at the Washington Park Arboretum.

### ORDINANCE NO. 124325

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, October 28, 2013.

10/28(303914)